



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Contract for Engineering Services for the Red Gate Bridge Advanced Contract

Presenter: Mark Koenen

Please check appropriate box:

Government Operations

Government Services

Planning & Development

X

City Council – 7-5-11

Estimated Cost: \$425,757.12

Budgeted:

YES

X

NO

If NO, please explain how item will be funded:

Executive Summary:

The City has been working with its professional engineering consultant Alfred Benesch & Company in the preparation of the construction documents for the Red Gate Bridge Advanced Work Contract. This contract is considered the first phase of the overall construction project for the Red Gate Bridge Project.

As part of this project the City will require the assistance of a professional engineering firm for Phase III Construction Engineering Services. Based on the initial presentation from Alfred Benesch & Company during the interview process, Benesch's overall knowledge of the field conditions and the permitting requirements for this project, including the experience of the proposed Resident Engineers of work within the Fix River staff believes that Alfred Benesch & Company will provide excellent service. The proposal submitted by Alfred Benesch & Company was reviewed by staff and found to be acceptable for this project and within the anticipated budgeted values.

Mark Koenen will be presenting the results of the Construction bid opening for Red Gate Bridge Advanced Contract at the July 5, 2011 City Council meeting.

The proposed Resident Engineers for this contract have been heavily involved with the Stearns Road Bridge Project have demonstrated themselves to be very proficient in providing a high level of service to their constituents. Staff believes that they will continue to provide a high level of professional service for this project as well.

For these reasons staff recommends awarding the contract to Alfred Benesch & Company for an amount not to exceed \$425,757.12.

Attachments: (please list)

- Copy of proposal from Alfred Benesch & Company

Recommendation / Suggested Action (briefly explain):

Staff is recommending to award the Contract for Construction Engineering Services for the Red Gate Bridge Advanced Contract to Alfred Benesch & Company, for an amount not to exceed \$425,757.12

For office use only:

Agenda Item Number: IC

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Approving the Execution of a Contract from Alfred Benesch
 & Company for Construction Engineering Services for the Red Gate
 Bridge Project**

**Presented & Passed by the
 City Council on July 5, 2011**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Contract from Alfred Benesch & Company for Construction Engineering Services for the Red Gate Bridge project at a cost not to exceed \$425,757.12.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 5th day of July 2011.

PASSED by the City Council of the City of St. Charles, Illinois, this 5th day of July 2011.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 5th day of July 2011.

 Donald P. DeWitte, Mayor

ATTEST:

 City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

June 2, 2011

Mr. James J. Bernahl, P.E., CFM
Public Works Engineering Division Manager
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Subject: Red Gate Bridge Project – Construction Engineering Services

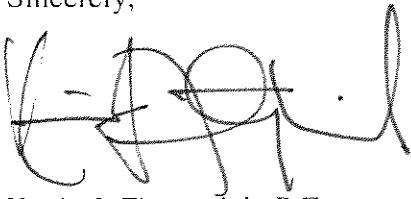
Dear Mr. Bernahl:

As per our discussion on Friday, May 19, 2011, we are submitting four copies of the following documents for the Advance Work Contract arranged in the order presented:

- Service Agreement between the City and Benesch
- Scope of Engineering Services (Exhibit A)
- A sample of Certificate of Insurance
- Estimate of Staff Hours and Backup (Exhibit B)
- Cost Estimate for Consultant Services - Phase III Completion

Please call if you have any questions or need additional information. Thank you for your consideration.

Sincerely,



Kevin J. Fitzpatrick, P.E.
Senior Vice President

KJF:lag
Enclosures



SERVICES AGREEMENT

Between

The City of St Charles

And

**Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601-5927**

for

**ENGINEERING SERVICES FOR THE CONSTRUCTION
MANAGEMENT
OF THE
RED GATE BRIDGE PROJECT
ADVANCE WORK**

Dated: June 2, 2011



THE CITY OF ST. CHARLES

AGREEMENT BETWEEN THE CITY OF ST CHARLES AND ALFRED BENESCH & COMPANY

THIS SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is dated this 2nd day of June 2011, in the City of St Charles, State of Illinois, by and between the City of St Charles hereinafter referred to as "City", and Alfred Benesch & Company, hereinafter referred to as "Contractor" or "Consultant". NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Contract Documents.** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however, unless otherwise specifically provided for herein, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition. In order of precedence:

1. This Contract
2. Proposal Dated April 7, 2010 as it is responsive to the City RFQ requirements
3. The Scope of Services attached hereto and incorporated herein as Exhibit A
4. The estimate of hours and fee as basis for the not to exceed sum price attached hereto and incorporated herein as Exhibit B
5. Certificates of Insurance

2. **Scope of Services.** The Contractor shall perform all services described in the documents referenced in Section 1 above for the not to exceed sum of \$425,757.12. Should the City wish to engage the Contractor for services beyond this Phase, the parties shall negotiate a separate agreement for those services.

3. **Term.** This Contract shall commence on the date of its execution. The work shall commence upon receipt of a Notice to Proceed and continue expeditiously pursuant to the time frames set forth in the Request for Proposals. This Contract shall terminate upon completion of the work, but may be terminated in accordance with Section 3.1 and/or Section 3.2.

The Contractor shall not be in default of the time limits hereunder if the Contractor is prevented from performing any of its obligations hereunder due to any accident, fire, strike, shortage of materials, acts of God or other causes beyond the Contractor's reasonable control (but shall not include economic hardship).



3.1 Termination for Cause. The City may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the City's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

3.2 Termination for Convenience. Following thirty (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

4. Payment Terms and Conditions

4.1 By submitting an invoice, Contractor agrees that the supplies or services provided meet the requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through the most recent 30-day service period.

4.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (**30 ILCS 540**) and rules (**74 Ill. Adm. Code 900**) when applicable.

4.3 The City shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

4.4 As a condition of receiving payment Contractor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services).

Contractor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (**820 ILCS 130**).

4.5 As a condition of receiving payment Contractor must pay its suppliers and subcontractors according to the terms of their respective contracts. Contractor shall provide lien waivers to the City upon request.

5. Standard of Performance. Contractor represents that it is qualified to perform the Services and that it possesses and will continue to possess at its sole cost and expense, all necessary licenses, registrations, permits, and personnel or will obtain such licenses, registrations, permits and personnel prior to the time required. Contractor also represents that it will comply with, all applicable laws, rules and regulations.



6. Warranties for Supplies and Services. Contractor shall obtain all applicable guarantees and warranties from suppliers and provide same to the City.

Contractor agrees that trained and competent personnel will perform all services in a good and professional manner to industry standards. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or City policies.

7. Subcontractors. Contractor shall perform the Services using the personnel and subcontractors listed in response to the Request for Proposal. Contractor shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Contractor may substitute personnel or subcontractors prior to any such subcontractors commencing work only upon City's written consent, which may be withheld or delayed in City's discretion.

8. Representatives for Both Parties. Both parties shall designate a representative, authorized to act on the parties' behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Contractor's services. The parties may delegate all or some of the Request for Proposals representatives' role and function to some other representative.

9. Indemnification and Liability.

9.1 To the fullest extent permitted by law, the Contractor shall be required to defend, indemnify and hold harmless the City, its officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials and employees, arising in whole or in part or in consequence of the negligent performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore. The term "damages" in the previous sentence shall include all reasonable attorneys fees and other court costs incurred by the City as a consequence of the negligent performance of the work by the Contractor, its employees or subcontractors. In the event of joint or concurrent negligence, the Contractor's indemnification shall bear that portion of the loss or expense that its (and its employees and subcontractors) share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and/or expenses.

9.2 Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by contract.

9.3 Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or supplier', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.



9.4 Contractor shall place in its subconsulting agreements and cause its subcontractors to agree to indemnities and insurance obligations in favor of City and other Indemnitees in the exact form and substance of those contained in this Agreement.

10. Notices. City and Contractor shall provide notices to the other in the form of a writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

City:

City of St. Charles
2 East Main St
St Charles, IL 60174

Attn: James J. Bernahl, P.E., CFM

Contractor:

Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601-5927

Attn: Kevin J. Fitzpatrick

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

11. Insurance. Contractor shall maintain coverage and minimum limits as follows: .

1. Worker's Compensation and Employer's Liability covering the obligations of the Contractor in accordance with the provisions of applicable law, including but not limited to the Worker's Compensation Law of the State of Illinois, with a liability limit for Employer's Liability of at least \$1,000,000 (One Million Dollars). Workers Compensation shall include a waiver of subrogation in favor of the City.

2. Commercial General Liability Insurance on an unmodified or amended "occurrence" form with limits of not less than \$2,000,000 (Two Million Dollars) per occurrence and \$2,000,000 (Two Million Dollars) annual general aggregate. Coverage shall be primary and non-contributory, and shall include completed operations, bodily injury and property damage protection.

3. Business Automobile Liability Insurance on an unmodified or amended form covering "any auto", with limits of not less than \$1,000,000 (One million Dollars) combined single limit for bodily injury and property damage. This coverage shall include coverage for any motorized vehicles used by the Consultant or its agents.

4. Umbrella / Excess Liability Insurance in addition to the limits of coverage specified above. Protection will be of not less than \$3,000,000 (Three Million Dollars) per occurrence and not less than \$3,000,000 (Three Million Dollars) annual general aggregate over the Business Automobile Liability, Employer's Liability, and Commercial General Liability coverages.



5. Professional Liability coverage for errors and omissions of the Contractor with limits of not less than \$1,000,000 (One Million Dollars) per claim and \$1,000,000 (One Million Dollars) annual general aggregate. Professional Liability Insurance coverage may be provided on a "claims made" coverage basis.

6. The City shall be named as an additional insured for Commercial General Liability and Business Auto Liability.

12. **Independent Contractor.** Contractor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subcontractors and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between City and Contractor, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Contractor shall pay all taxes levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Upon full payment, the Contractor will issue City a receipt, relieving City of all liability for any tax relating to the scope of this Agreement. The Contractor shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by City hereunder. The Contractor shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

13. **Confidentiality.** Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

14. **Ownership of Work Product/Public Records Act.** The Consultant agrees that all survey data, reports, drawing, studies, specifications, estimates, maps, computations or any other work product prepared by or for the Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the City upon termination or completion of the work. These documents shall become and remain the property of the City, which shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided in this Agreement. The parties acknowledge and agree that the City's use of any such document for purposes other than the services for which such document was prepared, or as directed by the Consultant, shall be solely at the risk of the City and the City shall indemnify and hold harmless the Consultant from all claims, losses and expenses, including attorney's fees, arising out of or resulting from such alternate uses.



Both parties understand and agree that City must comply with the State of Illinois Freedom of Information Act (FOIA). If Contractor believes that any document or information furnished to City in connection with Contractor's performance of Services is exempt from public disclosure under the Act, it shall so advise City in writing at the time the document or information is furnished.

The Contractor shall also maintain full compliance with all provisions FOIA, including, but not limited to, providing any requested records subject to FOIA within the deadlines provided by FOIA. Failure by the Contractor to maintain compliance with any FOIA provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City due to said failure to the Contractor, which shall be paid immediately by the Contractor upon demand of the same by the City.

15. Audit/Retention of Records. Contractor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractors and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Contract for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. Contractor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

16. Non-discrimination. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, order of protection status, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, order of protection status, military status or an unfavorable discharge from military service.



4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

17. **Disputes.** Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement. Contractor shall continue to receive payment under this Agreement for work that is unrelated to the dispute and completed in accordance with this Agreement. Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement.

18. **No incidental, etc. damages.** Neither party to this Contract shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of use, loss of business, loss of income, or loss of reputation, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

20. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of Request for Proposals. This Agreement shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

21. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of



any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor.

22. Provision of St Charles Municipal Code. All proposals and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal Code, as from time to time amended and which are incorporated herein by reference.

23. Survival. Provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful proposer, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

24. Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by Illinois State Law.

25. Miscellaneous. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by City in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns. Time is of the essence in the performance of this Agreement.

26. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

27. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement.

28. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

29. All terms not otherwise defined in this Agreement shall have the meanings provided in the other CONTRACT DOCUMENTS.

30. Venue for any litigation arising out of this Contract shall be exclusively in the 16th Judicial Circuit Court, Kane County, Illinois.

The City of St Charles
Standard Terms and Conditions



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

Donald P. DeWitte, Mayor

Attest:

City Clerk

ALFRED BENESCH & COMPANY

By:

John L. Carrato, President

Attest:

Kevin J. Fitzpatrick, Corporate Secretary

RED GATE BRIDGE PROJECT

PHASE III ENGINEERING - Advance Work

EXHIBIT A

SCOPE OF SERVICES

Benesch will coordinate and communicate with the contractor and adequately provide the following services for this project:

- Coordinate Contractor's activities with other agencies, utilities (public and private);
- Log and transmit shop drawings or other transmittals to St. Charles, IDOT, or design consultant;
- Verify that incorporated materials meet contract requirements or, if applicable, approved shop drawings, and monitor/record material inspection certifications;
- Coordinate field work of material testing firms performing services for this project;
- Verify contractor's layout;
- Inspect all construction for compliance with contract requirements as well as ADA requirements;
- Maintain contract construction documentation per FHWA/IDOT standards ("red book");
- Resolve design questions and field coordination issues;
- Instruct contractors to remove and replace inferior and/or non-compliant work, and take timely action to prevent any improper Contractor procedures/installations;
- Review and monitor Contractor's schedule/staffing compliance, and monitor fulfillment of schedule milestones;
- Maintain daily log, prepare regular project schedule status report/analysis, and prepare weekly project reports;
- Monitor equipment movement and material delivery schedule, and identify any equipment and material shortages;
- Monitor and document environmental requirements;
- Prepare meeting agendas, attend on-site and off-site meetings as require, chair weekly coordination meetings, and prepare minutes;
- Review Contractor correspondence and draft responses to Contractor for St. Charles signature and transmittal;
- Draft project memoranda and field orders;
- Verify partial payment required and prepare voucher and submit to St. Charles for processing;
- Interpret contract Plans and Specifications for clarification and answering of claims;

- Audit/justify proposed extras as to need and cost, and prepare proposed contract modifications;
- Negotiate contract change orders with Contractor, subject to final approval by St. Charles, and incorporate all revisions into project documentation;
- Inspect pedestrian/vehicular traffic control and temporary access to adjacent properties;
- Maintain "as-built" drawings for reference;
- Maintain up to date CM/E consultant cost estimates, and propose staffing changes as needed;
- Investigate and respond to complaints from the public regarding impacts of construction activities;
- Keep apprized any stakeholders that may be directly affected by construction progress;
- Provide automobiles adequate for on-site use during the CM/E services, and measuring instruments, mobile communications gear and other equipment incidental to the functions of CM/E personnel; And
- Assist in final documentation and closeout of this project.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO., EXT.): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #
INSURED Alfred Benesch & Company 205 N. Michigan Ave. Suite 2400 Chicago, IL 60601	INSURER A: Travelers Property Casualty Company of America 25674-001 INSURER B: The Phoenix Insurance Company 25623-101 INSURER C: Travelers Property Casualty Company of America 25674-004 INSURER D: Travelers Indemnity Company of America 25666-003 INSURER E: Lexington Insurance Company 19437-001 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 16012313

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	P6300580R763TIL11	5/31/2011	5/31/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	P8100580R763PHX11	5/31/2011	5/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PSMCUP0580R763TIL11	5/31/2011	5/31/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PHUB0650R50011	5/31/2011	5/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability			044177458	5/31/2011	5/31/2012	\$6,000,000 Aggregate Limit \$6,000,000 Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Job: Benesch Ref. No. 10092 - Phase II Engineering Services for the Design of the Red Gate Bridge Project.

City of St. Charles is an Additional with respect to liability arising out

SAMPLE

Auto and Excess Liability, ions on the referenced project.

This insurance will be Primary and Non-contributory insurance with respect to any other available insurance to the Additional Insured for the negligence of the Insured on the referenced project.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Charles Attn: Mr. Mark Koenen, Director of Public Works Two East Main Street St. Charles, IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Pains</i>
---	--

Coll:3373487 Tpl:1271156 Cert:16012313 ©1988-2010 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Alfred Benesch & Company 205 N. Michigan Ave. Suite 2400 Chicago, IL 60601	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of City of St. Charles is included on the General Liability, Auto Liability, Excess Liability and Workers Compensation policies only as permitted by law.

EXHIBIT B

ESTIMATE OF STAFF HOURS

COST ESTIMATE OF CONSULTANT SERVICES FOR

PHASE III – ADVANCE WORK



Payroll Escalation Table
Fixed Raises
New Formula

FIRM NAME
PRIME/SUPPLEMENT

Alfred Benesch and Company
Prime

DATE
PTB NO.

06/02/11

CONTRACT TERM
START DATE
RAISE DATE

6 MONTHS
7/11/2011
1/1/2012

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

180.00%
0
3.00%

ESCALATION PER YEAR

7/11/2011 - 1/1/2012
6
6

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%



Payroll Rates

FIRM NAME	<u>Alfred Benesch and Company</u>	DATE	<u>06/02/11</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.			

ESCALATION FACTOR 0.00%

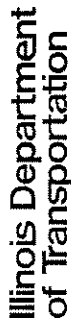
[illegible]



**Cost Estimate of
Consultant Services
(Direct Labor Multiple)**

Date _____

[illegible]



Consultant **Alfred Benesch and Company**

Sheet 1 OF 1

BDE 028 (Rev. 2/06)
PRINTED 6/2/2011, 3:41 PM
PAGE 4



Firm	STATE Testing
Route	Red Gate Road
Section	04-00092-00-BR
County	Kane
Job No.	
PTB & Item	Advance Contract

Date 06/03/11

Overhead Rate 158.24%

Complexity Factor 0

Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Unit Work Direct Cost (G)	Sub Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
HMA QA Inspection	70	3,249.50	5,142.00	7,821.33	2,350.86	0.00	3,959.00		22,522.69	30.03%
PCC QA Inspection	40	1,526.69	2,415.83		571.66				4,514.18	6.02%
Soils Inspection	425	16,221.03	25,668.16		6,073.93				47,963.13	63.95%
TOTALS	535	20,997.21	33,225.99	7,821.33	8,996.46	0.00	3,959.00		75,000.00	100.00%

Direct Costs (STATE Testing)

$$\text{CPFF} = 14.5\%(\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC})$$



Payroll Escalation Table
Fixed Raises

FIRM NAME _____
PRIME/SUPPLEMENT _____

STATE Testing
Sub _____

DATE 06/03/11
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

18 MONTHS
6/1/2011
1/1/2012

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

149.43%
3.00%

ESCALATION PER YEAR

6/1/2011 - 1/1/2012
7 18

= 38.89%
= 1.0183

1/2/2012 - 12/1/2012
11 18

62.94%

The total escalation for this project would be:

1.83%



Illinois Department of Transportation

Payroll Rates

FIRM NAME STATE Testing DATE 06/03/11
PRIME/SUPPLEMENT Sub
PTB NO. _____

ESCALATION FACTOR 1.83%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
----------------	--------------	----------------

CCM

Principal Engineer	\$70.00	\$70.00
Associater Engineer	\$60.00	\$60.00
Senior Engineer	\$32.01	\$32.60
Professional Engineer	\$47.50	\$48.37
Civil Engineer	\$28.50	\$29.02
Materials Coordinator	\$41.52	\$42.28
Laboratory Manager	\$40.70	\$41.45
CWI	\$37.00	\$37.68
Quality Assurance Manager	\$28.23	\$28.75
Accountant	\$37.88	\$38.57
Senior Technician	\$0.00	\$0.00
Level III Technician	\$38.14	\$38.84
Level II Technician	\$35.59	\$36.24
Level I Technicain	\$33.09	\$33.70
Apprentice	\$0.00	\$0.00
Lab Technician II	\$21.00	\$21.39
Lab Technician I	\$14.00	\$14.26
Adminisrative Assistant II	\$0.00	\$0.00
Adminisrative Assistant I	\$11.25	\$11.46
Material Tester 2	\$37.48	\$38.17
Material Tester 1	\$37.48	\$38.17
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



Consultant STATE Testing

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			HMA QA Inspection			PCC QA Inspection			Soils Inspection			Hours	Wgtd Avg	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg				
CCM																	
Principal Engineer	70.00	10	1.87%	1.31	10	14.29%	10.00										
Associate Engineer	60.00	10	1.87%	1.12	10	14.29%	8.57										
Senior Engineer	32.60	0			0												
Professional Engineer	48.37	0			0												
Civil Engineer	29.02	0			0												
Materials Coordinator	42.28	10	1.87%	0.79	10	14.29%	6.04										
Laboratory Manager	41.45	0			0												
CWI	37.68	0			0												
Quality Assurance Manager	28.75	0			0												
Accountant	38.57	0			0												
Senior Technician		0			0												
Level III Technician	38.84	0			0												
Level II Technician	36.24	0			0				0				0				
Level I Technician	33.70	0															
Apprentice		0			0												
Lab Technician II	21.39	0			0												
Lab Technician I	14.26	0			0												
Administrative Assistant II		0			0												
Administrative Assistant I	11.46	0			0												
Material Tester 2	38.17	505	94.39%	36.03	40	57.14%	21.81	40	100.00%	38.17	425	100.00%	38.17	0			
Material Tester 1	38.17	0			0												
		0			0												
		0			0												
		0			0												
		0			0												
		0			0												
		0			0												
		0			0												
		0			0												
		0			0												
TOTALS		535	100%	\$39.25	70	100%	\$46.42	40	100%	\$38.17	425	100%	\$38.17	0	0%	0	\$0.00

Direct Cost Breakdown
REDGATE
St Charles

Vehicles

Daily Charge	Unit Cost	Quantity	Units	Total Cost
	\$ 45.00	117	Days	\$ 5,265.00
				\$ 5,265.00

Lab Testing

BITUMINOUS MATERIALS LABORATORY SERVICES

TENSILE STRENGTH RATIO (T.S.R.) (ASTM D 4867) MARSHALL MIX DESIGN	\$635	EACH	\$0
TENSILE STRENGTH RATION (TSR) SUPERPAVE MIX DESIGN	\$845	EACH	\$0
BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	\$415	EACH	\$0
SUPERPAVE AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	\$165	EACH	\$0
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	\$300	EACH	\$0
EXTRACTION (IGNITION) WITH WASHED GRAD. (ASTM D 2172,C 136)	\$225	EACH	\$0
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD.	\$495	EACH	\$0
W/MOISTURE CORR. (ASTM C-566 & D-146)		EACH	\$0
SUPERPAVE – MAXIMUM SPECIFIC GRAVITY(Gmm)-one test &	\$550	EACH	\$0
BULK SPECIFIC GRAVITY (Gmb)-Avg. of 2		EACH	\$0
STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726)	\$385	EACH	\$0
PAVEMENT ANALYSIS – SINGLE CORE(4")	\$60		\$0
W/SAW CUTTING (ASTM D 2726)		EACH	\$0
PAVEMENT ANALYSIS – SINGLE CORE(6")			\$0
W/SAW CUTTING (ASTM D 2726)	\$60	EACH	\$0
SUPERPAVE PRODUCTION MIX VERIFICATION*			
(Includes: Reflux Extraction, Gmm, Gmb)	\$800	EACH	\$0
(Includes: Ignition Extraction, Gmm, Gmb)	\$725	EACH	\$0
NUCLEAR CORRELATION UP TO 4 GAUGES	\$550	EACH	\$0
-ADDITIONAL GAUGES (EACH)	\$55	EACH	\$0
-LINEAR REGRESSION OF CORES (15 CORES/\$25 EACH)	\$715	EACH	\$0
INVESTIGATIVE CORING – (INCLUDES ON-SITE CUTTING, DELIVERY TO			
LAB, UP TO 4 HOURS)	\$990	EACH	\$0
RENTAL OF GYRATORY COMPACTOR PER DAY	\$550	EACH	\$0
CORE ANALYSIS, 6"-EACH CORE (DENSITY & REFLUX)	\$495	EACH	\$0

AGGREGATE LABORATORY SERVICES

DRY GRADATION (ASTM C 136)	\$95	EACH	\$0
WASHED GRADATION (ASTM C 136)	\$135	EACH	\$0
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	\$220	EACH	\$0
MOISTURE CONTENT	\$70	EACH	\$0
MINERAL FILLER GRADATION (ASTM D 546)	\$119	EACH	\$0
PGE TESTING (Washed Gradation)	\$255	EACH	\$0
PGE TESTING (Dry Gradation)	\$205	EACH	\$0

AGGREGATE LABORATORY SERVICES(Cont)

LOS ANGELES ABRASION (ASTM C 131)	\$198	EACH	\$0
FIVE CYCLE SOUNDNESS		EACH	\$0
	\$495	EACH	\$0
UNCOMPACTED VOID CONTENT (fine aggregate angularity)(ASTM C 1252)	\$131	EACH	\$0
FLAT AND ELONGATED PARTICLES (ASTM D4791)	\$135	EACH	\$0
SAND EQUIVALENT (ASTM D 2419)	\$130	EACH	\$0
FRACTURED PARTICLES (coarse aggregate angularity)(ASTM D 5821)	\$130	EACH	\$0
AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 566)	\$130	EACH	\$0

UNIT WEIGHT (ASTM C 29)	\$95	EACH	\$0
DELETERIOUS COUNT	\$130	EACH	\$0

PORTLAND CONCRETE LABORATORY SERVICES *

COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	\$21	4 EACH	\$84
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made		EACH	\$0
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made	\$30	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH IL. MODIFIED SINGLE POINT LOADING	\$55	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH ASTM THREE POINT LOADING	\$66	EACH	\$0
SULFUR CAPPING	\$65	EACH	\$0
NON-DESTRUCTIVE TEST-SCHMIDT HAMMER (ASTM C-684) Up to 3 locations	\$550	EACH	\$0
HIGH STRENGTH/HIGH PERFORMANCE CYLINDERS/WITH HIGH STRENGTH PADS	\$75	EACH	\$0
A.S.R. TESTING 14-DAY (ASTM C 1260)	\$1,050	EACH	\$0
CYLINDER PICK-UP	\$215	EACH	\$0

SOILS LABORATORY SERVICES *

STANDARD PROCTOR (AASHTO T99, ASTM D698)	\$250	5 EACH	\$1,250
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	\$275	EACH	\$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	\$135	5 EACH	\$675
HYDROMETER TEST (AASHTO T-88)	\$135	5 EACH	\$675
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	\$160	5 EACH	\$800
PH OF SOILS (AASHTO T-289)	\$95	5 EACH	\$475
MOISTURE CONTENT	\$50	EACH	
GRAADATION SOILS	\$135	EACH	\$0

TOTAL LABORATORY CHARGES \$3,959

Premium Overtime	Reg Rate	Premium	Est OT Hours		
Overtime					
Level III	\$38.37	\$ 19.19	0	\$	-
Level II	\$36.24	\$ 18.12	0	\$	-
Level I	\$33.70	\$ 16.85	0	\$	-
Material Tester 2	\$38.19	\$ 19.10	50	\$	954.75
Material tester 1	\$38.19	\$ 19.10	50	\$	954.75

Night Differential					
Level III	\$38.37	\$ 3.84	0	\$	-
Level II	\$36.24	\$ 3.62	0	\$	-
Level I	\$33.70	\$ 3.37	0	\$	-
Material Tester 2	\$38.19	\$ 3.82		\$	-
Material tester 1	\$38.19	\$ 3.82		\$	-
Per Union Contract hours between 8pm and 6am, plus 10% shift differential				\$	1,909.50

Other	Cell Phone	\$70.00	9 EACH	\$630.00	\$630.00
	Postage	\$16.83	At Cost	\$16.83	\$16.83

UNIT RATE COSTS \$3,959.00
DIRECT COSTS \$7,821.33

Total Direct Cost **\$ 11,780.33**